

MORGAN, LEWIS & BOCKIUS LLP  
 Brian A. Herman (BH-0731)  
 Ryan J. Cooper (RC-0477)  
 101 Park Avenue  
 New York, NY 10178-0060  
 (212) 309-6000  
 (212) 309-6001 (fax)

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----x  
 ORLY CALDERON, )  
 )  
 Plaintiff, ) Case No. 08-CV-1721  
 )  
 - against - )  
 )  
 THE PRUDENTIAL INSURANCE )  
 COMPANY OF AMERICA, )  
 )  
 Defendant. )  
 -----x  
 -----x  
 THE PRUDENTIAL INSURANCE )  
 COMPANY OF AMERICA, )  
 )  
 Plaintiff, ) Case No. 08-CV-2841  
 )  
 - against - )  
 )  
 DEBORAH ABRAMOVSKY, ORLY )  
 CALDERON, AVIVA ABRAMOVSKY, )  
 ABBA ABRAMOVSKY, DOV )  
 ABRAMOVSKY, AND ARI )  
 ABRAMOVSKY, )  
 )  
 Defendants. )  
 -----x

**ANSWER**

The Prudential Insurance Company of America (“Prudential”), by and through its attorneys, hereby answers the Counterclaim of Orly Calderon (“Calderon”), [Doc. 08-cv-2841 No. 3], filed in the above-captioned consolidated matters as follows:

**AS TO THE FIRST COUNTERCLAIM**

6. Prudential admits it received a copy of the beneficiary designation form attached to the Complaint as Exhibit E. Prudential is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 6.

7. The allegations contained in paragraph 7 purports to characterize a written document, the contents of which speak for themselves. Prudential denies the allegations of paragraph 7 to the extent those allegations do not accurately reflect those contents.

8. Admitted that Abraham Abramovsky is deceased. Prudential is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 8.

9. Prudential admits that at the time of Abraham Abramovsky's death, all required premiums had been paid on the coverage on his life and such coverage was in full force and effect.

10. Prudential admits that Plaintiff has made a claim to the benefits of the Policy. The allegations contained in paragraph 10 purport to characterize written documents whose contents speak for themselves. Prudential denies the allegations of paragraph 10 to the extent those allegations do not accurately reflect those contents.

11. Prudential admits that Plaintiff has made a claim to the benefits of the Policy prior to commencement of this action. The allegations contained in paragraph 11 purport to characterize written documents whose contents speak for themselves. Prudential denies the allegations of paragraph 11 to the extent those allegations do not accurately reflect those contents.

12. Prudential admits it has not paid Plaintiff any benefits under the Policy.

Prudential denies the remaining allegations in paragraph 12.

13. Denied.

**AS TO THE SECOND COUNTERCLAIM**

14. Prudential repeats all of its Answers set forth above.

15. Denied.

16. Prudential denies that Plaintiff is entitled to any of the relief in the WHEREFORE clause of the Counterclaim.

17.. Prudential denies each and every other allegation not specifically admitted herein.

Respectfully submitted,  
MORGAN, LEWIS & BOCKIUS LLP  
Attorneys for *The Prudential Insurance Company of America*

Dated: May 15, 2008

By: /s/ Ryan J. Cooper  
MORGAN, LEWIS & BOCKIUS LLP  
Brian A. Herman (BH-0731)  
Ryan J. Cooper (RC-0477)  
101 Park Avenue  
New York, NY 10178-0060  
(212) 309-6671  
(212) 309-6001 (fax)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on May 15, 2008, a true and correct copy of Defendants' Answer was served via first class mail, upon the following:

Jules A. Epstein, Esq.

Jules A. Epstein, P.C.

600 Old Country Road, Suite 505  
Garden City, New York 11530

Deborah Abramovsky

318 Scott Avenue

Syracuse, NY 13224

Aviva Abramovsky

411 Crawford Avenue

Syracuse, NY 13224

Ari Abramovsky

318 Scott Avenue

Syracuse, NY 13224

Dov Abramovsky

318 Scott Avenue

Syracuse, NY 13224

s/ Ryan J. Cooper

Ryan J. Cooper